

**BLUMENTHAL & NORDREHAUG**

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**FILED**

**08 MAR 19 PM 4:20**

CLERK, U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

DEPUTY

**UNITED STATES DISTRICT COURT**

**SOUTHERN DISTRICT OF CALIFORNIA**

DOUG PEARSON, an individual, on  
behalf of himself, and on behalf of all  
persons similarly situated,

Plaintiff,

vs.

HOMECOMINGS FINANCIAL LLC,  
formerly known as HOMECOMINGS  
FINANCIAL NETWORK, INC.; and  
DOES 1 through 100, Inclusive,

Defendants.

Civil Action No.

**08 CV 0515 H NLS**

CLASS ACTION

COMPLAINT FOR:

(1) UNFAIR COMPETITION IN  
VIOLATION OF CAL. BUS. & PROF.  
CODE § 17200 *et seq.*,

## INTRODUCTION

1  
2 1. COMES NOW, Plaintiff Doug Pearson ("Plaintiff"), individually and on behalf of  
3 all others similarly situated, bring this action as a class action against Defendant  
4 HOMECOMINGS FINANCIAL, LLC, formerly known as HOMECOMINGS FINANCIAL  
5 NETWORK, INC., and DOES 1 through 10, inclusive (hereinafter collectively referred to as  
6 "DEFENDANTS"), for violations of the Unfair Competition Law (Business & Professions Code  
7 § 17200, *et seq.*). Plaintiff alleges, based upon information and belief, except where otherwise  
8 stated, as follows:

## NATURE OF THE ACTION

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10  
11 2. This action is based on DEFENDANTS' business pattern and practice of unfairly,  
12 unlawfully and deceptively charging Plaintiff and every other member of the Class for  
13 prepayment penalties on residential loans, which were improperly imposed by DEFENDANTS  
14 in violation of the terms of a standard form residential loan agreement. DEFENDANTS  
15 imposed these prepayment penalties following a demand for payment in full on the loan pursuant  
16 to a due-on-sale clause. Plaintiff seeks restitution for all consumers throughout California who  
17 were charged a prepayment penalty upon the sale of the residential property securing the  
18 consumers' residential loan in systematic violation of the standard loan agreement.

## VENUE & JURISDICTION

19  
20  
21 3. Federal jurisdiction over this controversy is proper under 28 U.S.C. § 1332 because  
22 (i) the Plaintiff and the members of the Class are residents of California; (ii) HOMECOMINGS  
23 FINANCIAL, LLC, formerly known as HOMECOMINGS FINANCIAL NETWORK, INC. is and  
24 was a resident of Minnesota; (iii) the amount in controversy is reasonably expected to exceed \$5  
25 million when considering the operations of the DEFENDANTS, the number of borrowers of  
26 DEFENDANTS who sold their home in the last four years, and the amount of the prepayment  
27 penalty charged per person; and (iv) the action is brought as a class action under F.R.C.P. § 23.

Venue is proper within this judicial district pursuant because the Plaintiff is a resident of San Diego County, California and because the DEFENDANTS conduct a substantial amount of business in San Diego County, California.

### PARTIES

4. DOUG PEARSON is an individual residing in California who owned real property located at 2677 Villas Way, in San Diego, California 92108, which was subject to a residential loan agreement with HOMECOMINGS FINANCIAL NETWORK, INC. Plaintiff brings this action as an individual and on behalf of a class of similarly situated consumers, pursuant to California Business & Professions Code §17204. The claims of the Plaintiffs are typical and representative of the claims of the absent members of the Class in that DEFENDANTS charged Plaintiff for prepayment penalties during the sale of his residence securing the loan in violation of the standard loan agreement. The Plaintiffs paid these charges and thereby suffered a financial injury for which restitution from DEFENDANTS is required.

5. HOMECOMINGS FINANCIAL, LLC, was formerly known as HOMECOMINGS FINANCIAL NETWORK, INC. (hereinafter collectively referred to as "HOMECOMINGS") and HOMECOMINGS FINANCIAL, LLC is the successor interest to HOMECOMINGS FINANCIAL NETWORK, INC. HOMECOMINGS, is a limited liability company with a principal place of business in Minneapolis, Minnesota, and is authorized to do business and in fact does business in California.

6. Plaintiffs are unaware of the true names and capacities of the remaining DEFENDANTS sued in this action by the fictitious names DOES 1 through 10. Plaintiff will amend this complaint when those names and/or capacities become known to Plaintiff. Plaintiffs are informed and believe that each of the fictitiously named DOE DEFENDANTS is in some manner responsible for the events and allegations set forth in this complaint.

7. Plaintiff seeks restitution on behalf of a class defined all persons who, during the four years preceding the filing of this action and up until the date as determined by the Court, were

1 charged a prepayment penalty by DEFENDANTS on a loan secured by residential property that was  
2 prepaid in accordance with a due-on-sale clause. Excluded from the Class are all Defendants and  
3 all agents, attorneys, and employees of Defendants; all members of the California judiciary sitting  
4 in judgment of this case; all Plaintiffs' attorneys and their employees; and, all other persons within  
5 three degrees of consanguinity of the afore named Defendants, attorneys, employees and judges.

6 8. Each of the above named DEFENDANTS agreed among themselves to engage in a  
7 scheme for the purpose of increasing the revenues received by each of the DEFENDANTS. At all  
8 material times herein mentioned, each of the DEFENDANTS was the co-conspirator, joint venturer,  
9 successor, agent, aider & abettor, and/or employee of each of the remaining DEFENDANTS and  
10 was, at all relevant times, acting within the course and scope of such plan, conspiracy,  
11 successorship, joint venture, agency and employment. In doing the things alleged in the causes of  
12 actions stated herein, each and every defendant was acting within the course and scope of this  
13 agency or employment and was acting with the consent, permission and authorization of each of the  
14 remaining DEFENDANTS. All actions of each Defendant as alleged in the causes of action stated  
15 herein were ratified and approved by every other defendant or their officers or their managing  
16 agents.

#### 17 18 **SUBSTANTIVE ALLEGATIONS**

19 9. At all relevant times alleged herein, DEFENDANTS were in the business of making  
20 loan contracts for residential real property located in California. DEFENDANTS originates and/or  
21 procures mortgage loan contracts which contain standard covenants and conditions, and as a result,  
22 the applicable language in all of the Class members' loan contracts is uniform. Plaintiff had a loan  
23 contract with HOMECOMINGS which contains the standard form language prohibiting the  
24 imposition of prepayment penalties when the residential property loan was prepaid in full pursuant  
25 to a due-on-sale clause, which reads in relevant part as follows:

26 Notwithstanding the foregoing, in no event shall Note Holder impose a prepayment  
27 penalty when the Note Holder declares by written notice that this Note is due pursuant  
28 to a due-on-sale clause, when the Note holder commences a judicial or non-judicial  
foreclosure proceeding to enforce a due-on-sale clause or to seek payment in full as

1 a result of invoking such clause, or as otherwise prohibited by applicable law or  
2 regulation.

3 10. On or about June, 2007, Plaintiff Doug Pearson informed HOMECOMINGS of his  
4 intent to transfer ownership of the residential real property which secured his loan with  
5 HOMECOMINGS. HOMECOMINGS provided written notice of the amount due pursuant to the  
6 due-on-sale clause. Plaintiff Doug Pearson paid HOMECOMINGS the amount declared due on the  
7 loan pursuant to the due-on-sale clause. In addition to the amount due to payoff the amount due on  
8 the loan on the loan pursuant to the due-on-sale clause, HOMECOMINGS unfairly and deceptively  
9 charged Plaintiff Doug Pearson a prepayment penalty in the amount of \$17,194.88. In order to  
10 effectuate the sale of his residence, Plaintiff Doug Pearson paid HOMECOMINGS the imposed  
11 prepayment penalty in the amount of \$17,194.88 on or about August 1, 2007. Plaintiff Doug  
12 Pearson now seeks, by way of this lawsuit, restitution of prepayment penalties paid by himself and  
13 the putative class members to HOMECOMINGS.

14 11. As a systematic and uniform practice, DEFENDANTS unfairly and deceptively  
15 charged Plaintiff and the other members of the Class alleged herein prepayment penalties when the  
16 residential property loan was prepaid in full pursuant to a due-on-sale clause, in violation of the loan  
17 agreement. The members of the Class alleged herein each had an identical loan provision with  
18 DEFENDANTS which prohibited imposition of prepayment penalties when the residential property  
19 loan was prepaid in full pursuant to a due-on-sale clause which DEFENDANTS never renounced.

20 12. When the members of the alleged Class notified DEFENDANTS of their intent to  
21 transfer ownership of the residential real property which secured their loans, DEFENDANTS  
22 provided written notice of the amount due pursuant to the due-on-sale clause. Contrary to the loan  
23 agreement and in systematic violation of their voluntary obligations, DEFENDANTS uniformly,  
24 deceptively and unfairly charged each member of the alleged Class a prepayment penalty in addition  
25 to the amount due to payoff the amount due on the loan pursuant to the due-on-sale clause. In order  
26 to effectuate the sale of their residences, the members of the alleged Class were each forced to pay  
27 DEFENDANTS the imposed prepayment penalty as demanded by the DEFENDANTS under the  
28 due on sale clause. Plaintiff Doug Pearson now seeks, by way of this lawsuit, restitution of unfairly

1 and deceptively charged prepayment penalties paid by himself and the alleged class members to  
2 DEFENDANTS.

3 13. DEFENDANTS have retained the funds obtained from Plaintiff Doug Pearson and  
4 the other members of the putative class as prepayments penalties.

5 14. Plaintiff and every other member of the alleged Class suffered an injury in fact and  
6 suffered loss of money through their payment of a prepayment penalty in violation of the standard  
7 form loan agreement and the voluntary obligations agreed to by the DEFENDANTS.

8  
9 **CLASS ALLEGATIONS**

10 15. Plaintiffs bring this action pursuant to Rule 23 of the Federal Rules of Civil  
11 Procedure as a class action on Plaintiff and on behalf of the following Class defined as:

12 ALL INDIVIDUALS WHO DURING THE FOUR YEARS PRECEDING THE  
13 FILING OF THIS ACTION TO AND INCLUDING A DATE TO BE  
14 DETERMINED BY THE COURT WERE CHARGED A PREPAYMENT  
15 PENALTY BY DEFENDANTS WHEN THEIR TRANSFER THE OWNERSHIP  
16 OF RESIDENTIAL REAL PROPERTY IN CALIFORNIA RESULTED IN A  
17 LOAN PAYOFF UNDER THE DUE-ON-SALE CLAUSE

18 Excluded from the Class are Defendants, any parent, subsidiary or affiliate of Defendants, and  
19 their officers, directors, and employees of Defendants, and any judicial officer who may preside  
20 over this cause of action.

21 16. The requirements for maintaining this action as a class action are satisfied in that:

22 a. It is impracticable to bring all members of the Class before the Court.

23 Plaintiff estimates that there are thousands of Class Members geographically spread throughout  
24 California. Attempting to join and name each Class member as a co-plaintiff would be  
25 unreasonable and impracticable.

26 b. There are questions of law and fact common to the Class, which are  
27 identical for each member of the Class and which predominate over the questions affecting the  
28 individual Class members, if any. Among these common questions of law and fact are:

- 1 (i) Whether DEFENDANTS' conduct of imposing a prepayment  
2 penalty on the Class systematically violated the terms of the standard  
3 form loan contract;
- 4 (ii) Whether DEFENDANTS' conduct of imposing a prepayment  
5 penalty on the Class violated the obligations voluntarily assumed by  
6 DEFENDANTS;
- 7 (iii) Whether DEFENDANTS' conduct was deceptive within the  
8 meaning of Business & Professions Code § 17200; et seq.;
- 9 (iv) Whether DEFENDANTS' conduct was unfair within the meaning of  
10 Business & Professions Code § 17200, et seq.;
- 11 (v) Whether the DEFENDANTS engaged in a uniform corporate policy  
12 of imposing prepayment penalties in the event a loan was paid off  
13 due to a borrower's conveyance of ownership in the real property;  
14 and/or,
- 15 (vii) Whether the DEFENDANTS received and/or retained revenue  
16 acquired through the practice alleged herein.

17 c. The claims of the representative Plaintiff are typical of the claims of the  
18 Class in that the Plaintiff had a residential real property loan with HOMECOMINGS that was  
19 secured by residential real property in California and was charged and paid prepayment penalties  
20 on or about August 1, 2007 when paying off his loan during the transfer of ownership of the  
21 residential real property. The claims of both the named Plaintiff and the claims of all other Class  
22 members result from DEFENDANTS' practice of charging substantial prepayment penalties  
23 following a demand for payment in full on the loan pursuant to a due-on-sale clause.

24 d. The claims of the representative Plaintiff will fairly and adequately protect  
25 the interests of the Class. The Class interests are coincident with, and not antagonistic to, those  
26 of the Plaintiff. Furthermore, Plaintiff has retained and is represented by experienced class  
27 action counsel.

28



1           17. In this action, Plaintiff and the Class seek all relief for which class-wide relief is  
2 available under applicable law, including but not limited to restitution. There can be no  
3 manageability problems due to variations in state laws or choice of law provisions because the  
4 Class is limited to only those personas whose real property was located in California and their  
5 standard loan contract with DEFENDANTS uniformly and voluntarily agrees to be controlled by  
6 the same applicable law.

7           18. A class action is superior to any other available methods for the fair and efficient  
8 adjudication of this controversy. The amount of each individual claim is too small to warrant  
9 individual litigation. Even if any group of class members itself could afford individual litigation,  
10 such a multitude of individual litigation would be unduly burdensome to the courts in which the  
11 individual litigation would proceed. The class action device is preferable to individual litigation  
12 because it provides the benefits of unitary adjudication, economies of scale, and comprehensive  
13 adjudication by a single court. The class action device is also warranted to prevent inconsistency  
14 of decisions between courts concerning the same contract language and same applicable law.  
15 Finally, class wide litigation will insure that wrong doers do not retain the ill-gotten gains  
16 acquired through their wrongful conduct.

17           19. A certified Class is appropriate because Defendants have uniformly acted or  
18 refused to act on grounds generally applicable to the class, thereby making appropriate final  
19 relief with respect to the Class as a whole. The common questions of law and fact predominate  
20 over individual questions because all injuries sustained by any member of the Class arise out of  
21 the singular conduct of the DEFENDANTS in uniformly imposing and unfairly and deceptively  
22 charging prepayment penalties in violation of their voluntarily assumed contractual obligations  
23 and in systematic breach of the standard loan contract.

24  
25                                   **FIRST CAUSE OF ACTION**

26                                   **FOR UNFAIR COMPETITION IN VIOLATION OF**  
27                                   **CALIFORNIA BUSINESS & PROFESSIONS CODE §17200, *et seq.***  
28                                   **(Against All Defendants)**



20. Plaintiff repeats, incorporates by reference and realleges the allegations contained in Paragraphs 1-19 above as if fully set forth herein.

21. California law defines unfair competition to include any "unfair," "unlawful," or "fraudulent" business act or practice. California Business & Professions Code § 17200. "Unlawful" business acts are those which are in violation of court made law, federal, state, county, or municipal statutes or codes, and/or well as federal and state regulations. "Unfair" business acts are those which offend an established public policy or are immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers. "Fraudulent" or "deceptive" business practices are those which are likely to deceive members of the public. The systematic violation of standard contract terms in order to reap a profit has been held to violate Business & Professions Code § 17200.

22. The acts and/or practices of DEFENDANTS constitute "unfair" business practices because DEFENDANTS systematically violated terms in a standard form agreement and voluntarily assumed obligations, and unfairly charged borrowers for prepayment penalties as to which DEFENDANTS had no right to charge. DEFENDANTS systematically violated such term and obligations in order to reap a substantial profit, at the expense of the borrowers. The systematic violation of standard terms in a consumer contract as alleged herein has been uniformly held by courts to constitute actionable unfair competition.

23. The acts and/or practices of DEFENDANTS constitute "fraudulent" or "deceptive" business practices because DEFENDANTS' practices are likely to deceive a reasonable consumer. Plaintiff, like every other member of the class, was informed by DEFENDANTS that a prepayment penalty would not be charged following the payment in full of the loan pursuant to the due-on-sale clause. Contrary to this uniform written representation, DEFENDANTS deceptively charged Plaintiff and the other members of the class a prepayment penalty following the payment in full of the loan pursuant to the due-on-sale clause. Further, the acts and/or practices of DEFENDANTS were intended to result and did result in the payment of

1 substantial penalties by members of the Class, resulting in substantial revenue to the  
2 DEFENDANTS at the expense of the members of the Class.

3 24. Through these practices, DEFENDANTS maintain an unfair business advantage  
4 over competitors who follow the law and observe their contractual obligations.

5 25. Plaintiff, as a representative of a class of persons with common or general interest,  
6 is entitled to bring an action as to DEFENDANTS' wrongful practices and to obtain restitution  
7 for the monies acquired by DEFENDANTS through such wrongful practices. Plaintiff is  
8 authorized to bring such action on behalf of the class of people with common or general interest,  
9 pursuant to California Business & Professions Code § 17200, *et. seq.*

10 26. As a direct and proximate result of DEFENDANTS's acts and/or practices of  
11 unfair competition, Plaintiff individually lost money, and the members of the Class also lost  
12 money in the form of the prepayment penalties charged by DEFENDANTS. These substantial  
13 monies were received by DEFENDANTS and retained by DEFENDANTS, at the expense of  
14 Plaintiff and the members of the Class. Plaintiff requests this Court order, as it is empowered to  
15 order, restitution to all persons from whom DEFENDANTS unfairly or deceptively charged such  
16 penalties.

17  
18 **PRAYER**

19 WHEREFORE, Plaintiffs respectfully request that the Court enter judgment in their favor  
20 and against DEFENDANTS as follows:

- 21 1. Certify this action as a class action;
- 22 2. Award restitution of the prepayment penalties charged by DEFENDANTS to the  
23 members of the Class in an amount to be proven at trial;
- 24 3. Order declaratory relief finding that Defendants have engaged in unlawful, unfair  
25 and/or deceptive business practices.
- 26 4. Award pre-judgment and post-judgment interest at the maximum rate allowed by law  
27 and costs of suit;
- 28

1 5. Award Plaintiff attorneys' fees and all litigation expenses as allowable by law.  
2 Alternatively, for all attorneys' fees and all litigation expenses to be awarded pursuant to the  
3 substantial benefit doctrine or other authority requiring Defendants to pay Plaintiff's attorneys'  
4 fees and litigation expenses. Alternatively, for attorneys' fees and other litigation expenses to be  
5 paid under the common fund doctrine or any other provision of law; and

6 6. Order such other and further relief as the Court may deem just and proper in its  
7 equitable discretion under applicable law.  
8

9 Dated: March 11, 2008

**BLUMENTHAL & NORDREHAUG**

10  
11 By: 

12 Norman B. Blumenthal, Esq.  
13 Attorneys for Plaintiff  
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**UNITED STATES  
DISTRICT COURT**  
SOUTHERN DISTRICT OF CALIFORNIA  
SAN DIEGO DIVISION

**# 148950 - SH**

**March 19, 2008  
16:20:12**

**Civ Fil Non-Pris**

USAO #: 08CV0515

Judge.: MARILYN L HUFF

Amount.:

\$350.00 CK

Check#: BC11387

**Total-> \$350.00**

FROM: PEARSON V. HOMECOMINGS FINANCI

The JS 44 civil cover sheet and the information contained hereon neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**

DOUG PEARSON, an individual, on behalf of himself, and on behalf of all persons similarly situated,

(b) County of Residence of First Listed Plaintiff San Diego Cty., CA  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Norman B. Blumenthal, Esq., (SB #068687), Blumenthal & Nordrehaug,  
2255 Calle Clara, La Jolla, CA 92037, Tel: 858-551-1223

**DEFENDANTS**

Homecomings Financial LLC, formerly known as Homecomings Financial Network, Inc.; and DOES 1 through 100, Inclusive,

County of Residence of First Listed Defendant Hennepin County, MN  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

08 CV 0515 H NLS

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |                                       |                            |   |                            |                                       |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>SOCIAL SECURITY</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
				<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C 1332

Brief description of cause:

Class action based upon violations of Cal. Business & Professions Code 17200

**VII. REQUESTED IN COMPLAINT:**

☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** In excess of \$5 million **JURY DEMAND:** ☐ Yes ☒ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE 03/11/2008 SIGNATURE OF ATTORNEY OF RECORD

**FOR OFFICE USE ONLY**

RECEIPT # 148950 AMOUNT \$350 APPLYING IFP JUDGE MAG. JUDGE

3/19/08

CR